



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1031-2016**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
AN EMPLOYMENT LANDS STUDY**

**Proposals shall be submitted to:**

**The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR AN EMPLOYMENT LANDS STUDY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 31, 2017.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.1(a), all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.1(a).
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services. The combined Fee for Service for all phases and disbursements should not exceed \$100,000.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.

B9.2 For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

## **B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager;
- (b) Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2;

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the

Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

- (a) Proposals shall specify:
  - (i) Confirmation of certified professional planners on the proposed project team with knowledge of land use planning policy.
  - (ii) Confirmation of professional certifications as they relate to property assessment and market analysis.

B10.4 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project).

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad requirements;
- (b) the team's understanding of growth forecasting and land budgeting;
- (c) the team's understanding of employment planning policy;
- (d) the team's understanding of economic development principles and business analytics;
- (e) the team's understanding of the retail sector;
- (f) the proposed Project budget;
- (g) the City's Project methodology with respect to the information provided within this RFP; and
- (h) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B12. PROJECT SCHEDULE (SECTION F)**

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.3 The Proponent's schedule shall indicate completion of the work by June 30, 2017. Completion of the work shall be defined as the completion of a final draft of the report.

### **B13. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

### **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### D2. PROJECT MANAGER

D2.1 The Project Manager is:

Michael Pyl

Telephone No. 204 986-5595

Email Address: [mpyl@winnipeg.ca](mailto:mpyl@winnipeg.ca)

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

#### D3. BACKGROUND

D3.1 Development plan review

- (a) As per Section 226(1) of the City of Winnipeg Charter, Council must begin a review of its development plan at least once within five years after each re-adoption or replacement of the plan. With *OurWinnipeg* having been adopted in 2011, the City of Winnipeg is legally obligated to begin its review in 2016. This project will serve as an integral piece to this review.
- (b) While policies in *OurWinnipeg* and the Complete Communities Direction Strategy will be revisited as part of this review, existing policies pertaining to this project are articulated below in Sections D3.2 and D3.3.

D3.2 *OurWinnipeg*

- (a) *OurWinnipeg* is the City's municipal development plan. A requirement of the City of Winnipeg Charter, it is required to set out the city's long-term plans and policies respecting its purposes, its physical, social, environmental, and economic objectives, and sustainable land uses and development.
- (b) Section 01-1 *City Building* of *OurWinnipeg* states that, "a successful strategy for sustainable city growth needs to be balanced, using a variety of approaches", and that, "we need to strike a balance between 'growing out' and 'growing up', offering choices from traditional, single-family neighbourhoods to more dense forms of urban housing and new neighbourhoods designed around a rapid transit system". Supporting Direction and Enabling Strategies include:
  - Monitor and maintain an up-to-date understanding of Winnipeg's land supply and evolving urban structure, updating the structure through local planning processes as described in Complete Communities or through *OurWinnipeg* amendments, as required.
  - Ensure that a sufficient supply of developable land emerges at an appropriate pace and that the supply remains well distributed both in terms of geography and scale to ensure a competitive market.

- Ensure Winnipeg's Employment Lands provide for a wide range of market opportunities, accommodating new investment and economic development while contributing an abundance of job opportunities for our citizens.
- Continue to monitor and maintain an adequate supply of both employment and commercial lands that is aligned to marketplace preferences.
- Support the role of the James Armstrong Richardson International Airport as a major transportation hub for passengers and cargo.

### D3.3 Complete Communities Direction Strategy

- (a) The Complete Communities Direction Strategy is one of four direction strategies supporting OurWinnipeg and has statutory authority as a secondary plan. The strategy guides land use and development in Winnipeg. It came into effect in concurrence with OurWinnipeg.
- (b) Complete Communities' main function is to allocate 20 years of population growth to different areas of the city via an Urban Structure map. It directs the vast majority of the city's anticipated growth to Transformative Areas. These are specific areas that provide the best opportunity to accommodate growth and change in an environmentally, socially, and economically sustainable way. These include:
  - Downtown
  - Mixed Use Centres and Corridors
  - Major Redevelopment Sites
  - New Communities
- (c) Section 05 of Complete Communities identifies three categories of Employment Lands – Business Park, Institutional Campus, and Manufacturing. It promotes a “New Approach to Employment Lands” that argues significant advances in technology resulting in cleaner, quieter, and greener industrial uses can enable a greater mix of uses than previous industrial policies allowed. Supporting Direction and Enabling Strategies include:
  - Consider options to encourage development of underutilized parcels and obsolete sites.
  - Locate employment lands within a reasonable distance to housing, retail, commercial, and recreational amenities to meet the needs of the employment lands workforce.
  - Ensure existing industrial operations in the vicinity are protected when evaluating new residential development proposals.
  - Encourage uses that support the industrial function of the employment cluster while catering to the day-to-day needs of area businesses and employees.
  - Ensure that employment areas are well-planned, sustainable over the long term, and fit the community context.
  - Introduce new enabling policies to support increased mixed use opportunities.
  - Encourage the establishment of more employment lands close to and/or within residential areas.
- (d) Section 06 of Complete Communities speaks to Commercial Lands. Supporting Direction and Enabling Strategies for Commercial Lands include:
  - Maintain an adequate supply of commercial lands at all scales.
  - Encourage the redevelopment, infill, and expansion of existing commercial areas as the preferred method of accommodating new commercial development.
  - Support a variety of commercial centres and corridors of different sizes that vary in types of uses and intensity.
  - Ensure communities have a range of commercial services to meet their local needs in order to complete the communities and to minimize the need for travel.
  - Encourage the creation of vibrant and high quality commercial developments.

#### D3.4 City of Winnipeg Comprehensive Employment Lands Strategy (2008)

- (a) A year prior to the Commercial Land Strategy, the City hired the same consultants to prepare an Employment Lands Strategy. The purpose of this report was two-fold:
  - To assess the adequacy of the existing and proposed long term employment land supply.
  - To provide the City with a strategy to ensure an adequate supply of land is developed and maintained in a cost-effective manner.
- (b) The report also provided a description of the Winnipeg economy, including its strengths, past economic development efforts, and employment prospects by sector. It also included a cluster-by-cluster analysis of existing employment land areas in the city, such as Fort Garry, Tuxedo, and Transcona Yards. Land use recommendations for each were provided.
- (c) The strategy forecasted growth to 2031 for Employment Land Employment, Major Office, and Population-Related Employment. It also projected land supply for Employment Land Employment.
- (d) The strategy also provided recommended criteria in which to evaluate proposals for designation, as well as a lengthy list of strategies to enhance economic development through the management of employment lands.

#### D3.5 City of Winnipeg Commercial Land Strategy (2009)

- (a) In 2008, the City of Winnipeg hired Altus Group Consulting and MMM Group to prepare a Commercial Land Strategy in preparation of the Plan Winnipeg review to ultimately inform the Complete Communities Direction Strategy.
- (b) The purpose of this report was four-fold. It was to:
  - Document and analyze Winnipeg current commercial structure
  - Project likely commercial land needs
  - Assess ability of existing and emerging lands to accommodate future commercial needs
  - Recommend a commercial lands policy approach to promote economic development through providing flexibility to the industry in order to bring innovative commercial concepts to market.
- (c) In addition to this information, the report also described Winnipeg's commercial sector profile (including a discussion on "icon brands", top 10 retailers, and top five commercial property managers) and industry trends (including discussion on online shopping, the shopping preferences of every generation, and technological improvements such as self-check out stations).
- (d) The report concluded that:
  - (i) Winnipeg would require 265 hectares of new retail/commercial service lands until 2026. This new commercial land would be distributed according to the following format percentages: 10% in neighbourhood commercial formats, 15% in medium-sized formats, and 75% in large formats. Alternative distributions were not explored. The report estimated that 10% of all new commercial uses within the study period would be accommodated through intensification; the methodology in arriving at this number was not provided.
  - (ii) In regards to its commercial land inventory, it stated that Winnipeg "likely (has) more than enough lands to accommodate demand through 2026".
- (e) The report also offered the following policy recommendations:
  - (i) Ensure a healthy choice of lands emerge onto the market. Ensuring more than one large parcel is coming to market at once will ensure competition and balance.
  - (ii) Where land conversions from other uses are required, ensure these conversions are handled in a logical and consistent fashion.
  - (iii) Ensure an adequate of commercial lands distributed fairly across the city.

- (iv) Existing policies restrict major commercial development to Regional Mixed Use Centres, which can potentially hurt overall commercial development in Winnipeg. Probably two new Regional Mixed Use Centres are needed.

#### D3.6 City of Winnipeg Economic Development Strategy, 2013-2017

- (a) In September 2012, the City of Winnipeg and Economic Development Winnipeg co-produced [Economic Development Strategy, 2013-2017](#). It was co-authored by the City of Winnipeg and Economic Development Winnipeg.
- (b) This document provides discussion on global economic development trends, the local demographic and economic context, local business and community development trends, and OurWinnipeg and its relationship to economic development. It also highlights emerging and future opportunities in regards to the following sectors: northern and resource development support, advanced materials, agri-foods and nutraceuticals, biomaterials and bioproducts, interactive and digital media, and alternative and renewable energy.
- (c) The document also recommends action items based on three strategic goals. Recommended action items with implications for employment lands planning include:
  - Objective 1.6.1: Ensure timely availability and information on the city's available lands.
  - Objective 2.1.1: Support the phased, district, and cluster-based approach to developing a thriving and vibrant downtown. Integrate investment attraction activities focused on knowledge-based industries. Work collaboratively to facilitate the expansion and development of satellite educational, incubation, and research facilities.
  - Objective 3.1.1: Ensure capital investment plans are aligned with longer term planning and economic development objectives.

#### D3.7 Manitoba Labour Market Occupational Forecasts 2016-2022

- (a) Prepared by Manitoba Growth, Enterprise & Trade, the Manitoba Labour Market Occupational Forecasts 2016 to 2022 identifies expected trends for the labour market based on an occupation forecasting model that projects labour market demand and supply for Manitoba occupations. The purpose of the report is to increase an understanding of the state of the Manitoba labour market and the key issues involved in achieving its future labour market goals. For the purposes of this study, Appendix 3 of the report provides anticipated job openings between 2016 and 2022 at the three-digit [National Occupation Classification](#) (NOC) level, albeit for Manitoba at large.
- (b) Manitoba Growth, Enterprise & Trade also provides some basic Winnipeg-specific labour market characteristics on their [website](#), including labour force, participation rate, employment rate, and job vacancy rate. It also provides employment by occupational group and industry.

#### D3.8 Regional Economic Analysis, Economic Development Winnipeg and Partnership of the Manitoba Capital Region

- (a) In November 2016, Economic Development Winnipeg and the Partnership of the Manitoba Capital Region commissioned Sift Every Thing to identify the unique economic advantages of the region, the range of capacities needed among companies, institutions, and governments to support these strengths, and to identify opportunities for future evolution.
- (b) To date, the final report is expected to be delivered by the end of June, 2017.

### D4. SCOPE OF SERVICES

#### D4.1 Study purpose

- (a) The purpose of this project is to provide analysis with respect to projected employment growth and land supply that will inform the City of Winnipeg's review of OurWinnipeg and Complete Communities Direction Strategy.

#### D4.2 Study goals

- (a) To provide strategic direction with respect to the provision of an appropriate supply of employment land, including retail land, to maintain economic competitiveness and to achieve other city-building objectives.
- (b) To inform the review of employment and commercial land policies as part of the larger OurWinnipeg review.
- (c) To develop the internal capacity that would allow the Urban Planning Division to monitor its employment land supply on an on-going, dynamic basis and report on it publicly.

#### D4.3 Study area

- (a) The geographic scope of this study is focused primarily on the City of Winnipeg. However, the study must recognize that the City of Winnipeg is part of the larger Manitoba Capital Region and that the issues articulated below cannot be analyzed within isolated political boundaries.

#### D4.4 Tasks to be undertaken

- (a) Forecast employment growth
  - (i) The proponent will forecast employment growth in the three commonly-used urban employment categories: Employment Land Employment (ELE), Population-Related Employment (PRE), and Major Office Employment. The proponent shall be explicit in its definition of these categories, including their relationships to the North American Industry Classification System (NAICS) used in Census data. These definitions shall be based on Best Practices from other jurisdictions.
  - (ii) The proponent shall evaluate the feasibility of including Major Retail Employment as a fourth employment category (it being a subset of Population-Related Employment). It shall recommend either for or against its inclusion in this analysis in the work plan.
  - (iii) Employment growth forecasts will be based on the [2016 City of Winnipeg Population, Housing, and Economic Forecast](#) and shall be expressed in "jobs".
  - (iv) These forecasts will be based on a 20-year time horizon.
  - (v) The proponent will prescribe a methodology that will allow the Urban Planning Division to monitor and forecast employment growth on an on-going, dynamic basis. Its recommendation will be informed by a review of methodologies used in different jurisdictions and will account for data the Urban Planning Division has at its disposal.
- (b) Forecast employment land requirements
  - (i) The proponent will also be responsible for translating employment growth forecasts into land requirements. The proponent will identify the location of existing jobs by employment category (with particular attention to employment growth from 2011-2016) and the existing supply of planned and serviced employment land by employment category. It will also prescribe the rate to which growth is being absorbed in existing employment lands in both the City and the larger Capital Region (by employment category), and the forecasted rates to which these can be expected to continue.
  - (ii) The proponent will prescribe a methodology that will allow the Urban Planning Division to forecast and monitor employment land supply on an on-going, dynamic basis. Its recommendation will be informed by a review of methodologies used in different jurisdictions and will account for data the Urban Planning Division has at its disposal.
  - (iii) In the development of its recommended methodology, the proponent shall prescribe the following Winnipeg-appropriate measurements by employment category for land budgeting purposes: job densities per acre, floor space per worker, ratios of ELE to other uses (retail, institutional, etc.) in designated Employment Lands, and gross-to-net density conversions.
  - (iv) Where the consultant is tasked with providing a deliverable categorized by employment category, alternate, more specific, categories may be used where

appropriate provided it is clear how they relate back to the three main employment categories prescribed in Section D4.4(a)(i).

- (c) Employment land cluster analysis
  - (i) The proponent will review existing and future geographic employment land areas, or clusters, within both the City of Winnipeg and the larger Capital Region, particularly those in close proximity to the City.
  - (ii) This review will include SWOT analyses (strengths, weaknesses, opportunities, and threats) that will review indicators of cluster characteristics, as well as the interim findings of the work described in D3.8, to determine if any might be strategically suited to support specific uses and/or sectors.
  - (iii) The proponent shall also describe the role planning policy can take to encourage and/or require specific employment uses within each cluster and recommend whether such actions should be taken.
  - (iv) The proponent shall consider whether any clusters should be reserved exclusively for traditional industrial uses as opposed to a greater mix of employment uses that would include office and supportive retail.
  - (v) The clusters that will be studied will be identified in concert with the Project Manager during development of the work plan.
- (d) Help inform planning for employment lands through the following additional analyses
  - (i) The proponent shall advise on appropriate employment land supply targets to be considered for inclusion into the development plan. These potential targets should be based on a review of other jurisdictions as well as existing and forecasted rates of greenfield employment land growth. The consultant shall advise on appropriate land supply target categories, such as planned, designated, serviced, zoned, etc.
  - (ii) Recognizing that many planned rapid transit lines run adjacent to designated Employment Lands, the proponent shall review both the experiences of other cities as well as existing research to identify the intensification potential of industrial areas. The proponent shall offer broad policy considerations to inform future planning efforts along rapid transit corridors.
  - (iii) The proponent shall advise on using “people plus jobs” as an indicator of density. Analysis shall consider its strengths and weaknesses, identify the data necessary to do so, outline methodological considerations (i.e. how to assign jobs to different land uses of varying size, how to assign people to residential units of varying typologies and geographic locations, etc.), and advise on how it can be incorporated into the City of Winnipeg’s larger planning framework.
- (e) Analysis of retail development and planning policy
  - (i) The proponent will specifically advise on considerations for retail development.
  - (ii) Analysis shall characterize the existing distribution of Winnipeg retail by typology (large format big box, urban format retail, etc.). The proponent shall also describe how this distribution compares with other Canadian cities.
  - (iii) Working in concert with the Project Manager and the work described in D4.4(b), absorption rates of established and newly approved major retail centres as well as permits for other commercial/retail uses will be determined. These findings will then be used to inform recommendations for greenfield retail land budgeting.
  - (iv) The proponent shall analyze the relationship between major retail centres located largely in the suburbs and the viability of commercial lands located along Corridors and in the Downtown, with the aim of characterizing the former’s impact on the latter both generally and in regards to specific commercial uses.
  - (v) The proponent shall describe the market conditions necessary to achieve greater retail intensification in Downtown and along Corridors, and how such conditions could be encouraged by policy.

- (a) The primary deliverable resulting from this project will be a standalone Employment Land Study report that the Urban Planning Division will use to inform its development plan review.
- (b) The successful proponent will also be responsible for producing:
  - (i) A work plan, to be developed in close consultation with the Project Manager.
  - (ii) Regular progress reports submitted to the Project Manager. The frequency of these progress reports will be prescribed in the work plan.
  - (iii) All stakeholder engagement materials, subject to approval by the Project Manager.
- (c) The proponent shall coordinate with the Sift Every Thing consultant to ensure that this study is informed by the results of the activities described above in D3.8. The Project Manager will facilitate this coordination along with Economic Development Winnipeg.
- (d) The successful proponent shall be responsible for delivering two rounds of in-person presentations/consultations. The first round will occur early in the process to introduce the scope and nature of the study, while the second round will occur towards the end and will be focused on confirming the draft findings prior to report finalization.
  - (i) Audiences will include the local commercial and industrial development industry. The first session will be held early in the process to introduce the scope and nature of the study as well as to identify “on-the-ground” market intelligence regarding issues, trends, and challenges regarding employment lands in the City of Winnipeg and Capital Region. The second session will present draft findings of the study to the development industry prior to finalization of the final report.
  - (ii) Audiences may include the project team, the City of Winnipeg Senior Management Team, and/or Council.

#### D4.6 Required skills

- (a) The successful proponent shall be able to demonstrate experience and ability with the following:
  - (i) Growth forecasting and land budgeting, including an understanding of various potential methodologies.
  - (ii) Employment planning policy, including an understanding of varying approaches from different Canadian jurisdictions.
  - (iii) An understanding of economic development principles, including the needs of different sectors and uses, an ability to identify economic advantages and disadvantages, and an ability to apply this knowledge within a broader, macro-level context.
  - (iv) An understanding of business analytics, specifically considerations related to business investment.
  - (v) In-depth knowledge of the retail sector.
  - (vi) An ability to convey concepts graphically, particularly through the use of well-designed maps.
  - (vii) Clear, concise writing that can effectively communicate complex concepts.
  - (viii) Effective oral presentation skills.
  - (ix) Demonstrated experience and ability facilitating group discussions and processing feedback as inputs into planning processes.
- (b) Further to the criteria described in Part B and their ability to deliver on the required tasks and deliverables described in D4.4 and D4.5, respondents will be evaluated on their proposal’s ability to enhance City of Winnipeg decision-making, including how the City can better allocate resources and set priorities. Significant attention will be given to the proposed level of analytical granularity.
- (c) The proposed work demands a number of different skillsets that are likely not possessed by a single firm. It is likely that the successful proponent will be comprised of a team of complimentary firms.

**D4.7 Project governance considerations**

- (a) The Urban Planning Division will manage this project through the Project Manager. Invoices, requests for information, data, meetings, and submissions shall be processed through them.
- (b) The successful proponent shall be responsible for developing a work plan to be submitted for approval by the Project Manager prior to beginning work on the rest of the project. This work plan will identify a list anticipated activities, key milestones, and meetings with the Project Manager.
- (c) The successful proponent shall be responsible for providing regular progress reports to the Project Manager at points outlined and agreed upon in the work plan. It will also identify the data the consultant will require from the City.
- (d) A successful proponent based outside of Winnipeg will likely need to travel to the city on a number of occasions. The number of visits, and the purpose of each visit, will be determined through the development of the work plan.

**D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
  - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

**SUBMISSIONS**

**D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

**D7. INSURANCE**

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
  - (a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$2,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D8. COMMENCEMENT**

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
  - (a) the Project Manager has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D6;
  - (ii) evidence of the insurance specified in D7;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by February 28, 2017.